

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

In re:

CAFE HOLDINGS CORP., *et al.*,¹

Debtors.

Chapter 11

Case No. 18- 05837 ()

(Jointly Administered)

**FIRST OMNIBUS ORDER APPROVING REJECTION OF CERTAIN
UNEXPIRED LEASES *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order approving the rejection of certain unexpired leases; and it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and it appearing that venue of this proceeding and this Motion are properly in this district under 28 U.S.C. §§ 1408 and 1409; and it appearing that notice of the Motion and opportunity for hearing on the Motion was appropriate under the circumstances and that no other or further notice with respect to the Motion need be given; and after due deliberation and sufficient cause appearing therefore, IT IS HEREBY ORDERED:

1. The Motion is granted as set forth herein.
2. The Leases, listed on **Exhibit A** attached hereto, are hereby rejected as of the

Petition Date.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Cafe Holdings Corp. (7910); Cafe Enterprises, Inc. (4946); CE Sportz LLC (2009); and CES Gastonia LLC (0863). The location of the Debtors’ corporate headquarters is 4324 Wade Hampton Blvd., Suite B, Taylors, South Carolina 29687.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to the such terms in the Motion.

3. The bar date for parties affected by the rejections authorized herein to file a proof of claim for damages, if any, arising from the rejection of the Leases shall be the later of (a) 30 days after the entry of this Order, or (b) the same claims bar date this Court established in the initial notice to creditors for other non-government creditors in these chapter 11 cases.

4. The Debtors reserve all rights, claims and defenses with respect to the allowance of any claim for damages arising out of the rejection of the Leases.

5. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

6. Any claims arising from the rejection of the Leases shall be general unsecured claims as of the Petition Date.

7. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and condition of this Order shall be effective immediately and enforceable upon entry of this Order.

8. The requirements of Rule 6004(a) are waived.

9. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

10. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

AND IT IS SO ORDERED.

**FILED BY THE COURT
12/18/2018**



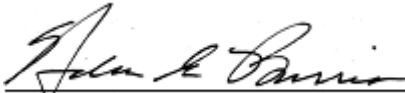

US Bankruptcy Judge
District of South Carolina

EXHIBIT A

Rejected Leases

Landlord/Counterparty Name and Address	Property Location	Lease Agreement / Contract
B&T Sand Company PO Box 84007 Lexington, SC 29073	Fatz Cafe # 0031 2494 Church Street Conway, SC 29526	Lease Agreement dated November 20, 2006, as amended
Carolina Child Care Properties 887 Jonnie Dodds Blvd. Suite 208 Mt. Pleasant, SC 29464	Fatz Cafe #0008 100 Southport Road Spartanburg, SC 29306	Lease Agreement dated March 21, 2015, as amended
Center Hills, LLC 1901 Sam Snead Drive Braselton, GA 30517	Fatz Cafe # 0044 2715 Watson Blvd. Warner Robbins, Ga. 31093	Lease dated June 26, 2007, as amended
Geoffrey Stutchman 16124 Greenwood Lane Monte Sereno GA. 95030	Fatz Cafe #0047 400 Pooler Parkway, Chatham, Ga. 31322	Lease Agreement dated March 21, 2014, as amended
Hamilton-Chase Citadel, LLC P.O. Box 468 Solvang, CA 93464	Fatz Cafe #0036 4951 Centre Pointe Drive, North Charleston, SC 29418	Lease Agreement dated July 27, 2006, as amended
Koury Corporation 2275 Vanstory Street Suite 200 Greensboro, NC 27043	Fatz Cafe #0053 3011 High Point Road Greensboro, NC 27407	Lease Agreement dated August 1, 2011, as amended
PP-Gaston Mall, LLC 1422 Burton Wood Drive, Suite 200 Gastonia, NC 28054	Tavern 24 421 Cox Road Gastonia, NC	Ground Lease Agreement dated April 5, 2012, as amended

<p>RCC Shoppes at West Market c/o New Link Management Group P.O. Box 17710 Richmond, Va 23226</p>	<p>Fatz Cafe #0052 3101 West Market Street 101-103 Johnson City, TN 37604</p>	<p>Lease Agreement dated March 16, 2011, as amended</p>
<p>Vans Steenis Family Trust 202 Kalkar Drive Santa Cruz CA 95060</p>	<p>Fatz Cafe # 51 619 S. Regional Road Greensboro, NC 27409</p>	<p>Lease Agreement dated March 21, 2014, as amended</p>
<p>Winds Crossing 7711 Briardenn Drive Summerfield NC 27358</p>	<p>Fatz Cafe #0041 10920 Winds Crossing Drive Charlotte, NC 28273</p>	<p>Lease Agreement dated April 5, 2007, as amended</p>
<p>Natalie Barnett, Trustee of the Barnett Exemption Trust U/A/D June 22, 2004¹ c/o Bill Barnett 16869 Encino Hills Drive Encino, CA 91436</p>	<p>Fatz Cafe #0048 6081 Bayfield Parkway Concord, NC 28027</p>	<p>Memorandum of Lease dated March 21, 2014; Memorandum of Termination of Lease effective as of March 28, 2018</p>

¹ This lease is subject to Memorandum of Termination of Lease dated as of March 28, 2018, and is included herein out of an abundance of caution.